

### REMARKS

Upon entry of the present paper the Claims under consideration are 1 and 4-20. Claims 2 and 3 were previously removed from consideration. Independent Claim 1 was previously amended to make clear that an untensioned elastic adhesive is applied to an extensible web, which is also in an untensioned state, and that the elastic adhesive remains untensioned in the completed garment while a patterned placement of the elastic adhesive is provided in order to provide a tensioning force against web distension in the extendible direction of the precursor web. Claim 18 was previously amended to specify certain shapes of printed elastic adhesive useful in the present invention. Claim 19 was previously added to specify these certain shapes of printed elastic adhesive as directly dependent from Claim 1. Claim 20 was previously added to specify that the patterned elastic adhesive provides support against distension of a biaxially extendible web under loading.

The Detailed Action of 03 June 2004 will now be addressed with reference to the headings and any paragraph numbers therein.

#### Request For Withdrawal Of Finality

Applicants respectfully submit that the finality of the last action is improper and should be withdrawn. According to § MPEP 706.07(a), finality is not proper when the Examiner has introduced a new ground of rejection not necessitated by Applicant's amendment or an Information Disclosure Statement. Applicant's previous Amendment A did not change the substance or subject matter of the Claim 1, but merely clarified the language and combined the subject matter of originally presented claims. One intervening Information Disclosure Statement was submitted between Amendment A and the final Office Action of 03 June 2004 containing one

reference not utilized by the Examiner in rejecting the present Claims under the final Office Action. Art not previously of record, i.e., Vogt *et al.*, US Patent 6,149,638 (hereinafter Vogt) was applied in making the final rejections under 35 USC § 103. Therefore, Applicants respectfully request that the finality of the action be withdrawn in order that they be allowed to respond as a matter of right.

### **Claim Rejections -35 USC § 103**

Per paragraph 2 of the Detailed Action, Claims 1-14 and 16-18 stand rejected as anticipated by Odorzynski et al. (U.S. 6,245,050, hereinafter Odorzynski) in view of Vogt. Applicants respectfully note that it is specified in Claim 1 that a patterned placement of the elastic adhesive is provided in order to provide a shape or pattern of untensioned elastic adhesive sufficient to provide a tensioning force against web distension in the extendible direction of the precursor web. As previously noted by Applicants in their Amendment A, Odorzynski does not teach the importance of such a patterned placement of the elastic adhesive.

Without implication as to the meaning or breadth of claims in Vogt, Applicants believe that Vogt also does not teach the importance of a patterned placement of the elastic adhesive limiting web extension and therefore does not help provide a *prima facie* case to render obvious the present Claims. Thus, neither of Odorzynski nor Vogt, singly or in combination, would direct the person having ordinary skill in the art to the present invention as a whole.

In fact, Vogt teaches the opposite of the present invention. At col. 11, line 45, in reference to patterned adhesives for biaxially extensible liner and outer cover articles, Vogt teaches: "Such patterns prevent or limit adhesive 66 from

“locking up” stretch of outer cover 26 in longitudinal direction “L” or cross direction “C”. As used herein, “locking up” means an adhesive or glue preventing an extensible material from extending the amount designed because of the adhesive creating a bond at at least a surface of the extensible material.” At col. 12, line 51, Vogt teaches: “Thus, for embodiments having bodyside liner 24 and outer cover 26 both extensible in cross direction “C” and longitudinal direction “L”, adhesive 84 will not significantly lock up, or prevent extension of the bodyside liner in the longitudinal direction.” Given these teachings, it is clear that Vogt would be understood by a person having ordinary skill in the art to teach the application of its adhesives in a manner which, unlike the present invention, does not restrict the expansion of the expandible elements of the article.

Conversely, the present invention teaches: “precise localized application of elastomers to an extendible garment web for providing a tensioning force against distension of the web during a wearing” (page 4, line 6) and “the printed elastomers serve to reinforce [emphasis added] a biaxially extendible backsheet, i.e., a backsheet extendible in both longitudinal and lateral axes of the web.” (page 4, line 19). These teachings are clearly set forth as the third limitation clause in Claim 1: “the untensioned elastic adhesive being printed in a shape or pattern sufficient to provide a tensioning force against web distension in the extendible direction of the precursor web” to differentiate the present invention from the known art.

The different structures resulting from the opposite intents of Vogt and the present invention can be readily seen by the person having ordinary skill in the art when comparing the present invention’s Fig. 5 with Vogt’s Fig. 5.

Per paragraph 3 of the Detailed Action, Claim 15 is rejected as obvious over Odorzynski in view of Vogt and further in view of Mack (U.S. 4,005,182, hereinafter Mack). As previously noted by Applicants in their Amendment A, neither Mack nor Odorzynski teaches the importance of such a patterned placement of the elastic adhesive and therefore the combination of these references cannot render the present Claim 15, which incorporates each limitation of its independent Claim 1, obvious. Applicants herewith incorporate their above discussion concerning the lack of teaching of Vogt directed to the restraint of extensibility as provided by a patterned placement of the elastic adhesive, as specified Claim 1.

For all the foregoing reasons, the Claims as presently amended are believed to be allowable over the art of record. A notice to that effect is earnestly solicited.

#### Examiner Interview Summary

On 20 July 2004, Applicants' undersigned attorney and Examiner Purvis discussed the nature of the teachings of Vogt with respect to resisting the expansion of an expandible web. No agreement was reached concerning allowance of the present Claims. Applicants' undersigned attorney wishes to thank the Examiner for the courtesy shown him during their interview.

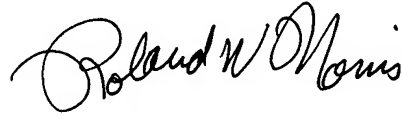
#### Request For Telephonic Interview

Clearly, there are differences between the present invention and the cited reference(s) involving patentable subject matter. These differences are believed by the Applicants to be properly defined in the present Claims. The Examiner is requested to call Applicants' attorney (per the provisions of M.P.E.P. § 713) to

discuss any further problems or suggest solutions in defining the present invention in order to expedite the case towards allowance before issuing a further Action.

Favorable consideration is requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Roland W. Norris". The signature is fluid and cursive, with the first name "Roland" being more prominent.

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